GOVERNMENT OF MYSORE

FOOD, CIVIL SUPPLIES AND LABOUR DEPARTMENT

Labour Dispute.—Industrial Dispute between the Workmen and the Management of City Municipal Council, Belgaum.

Award of the Addl. Industrial Tribunal, Bangalore Published.

Read the following papers :—

(1) Letter No. AIT/918/72-73, dated 12th October 1972 from Sri K. N. Patil, Presiding Officer, Addl. Industrial Tribunal, Bangalore

BEFORE THE ADDITIONAL INDUSTRIAL TRIBUNAL, BANGALORE.

Dated this 11th day of October 1972.

Present :

Sri K. N. Patil, LL.B., ... *Presiding Officer*

Miscellaneous Reference No. 1/73

The General Secretary, Belgaum Muncipal Kamgar Union, Belgaum. ... *First Party.*

Vs

The Administrator, City Municipal Council, Belgaum. ... ... *Second Party.*

Appearances :

For the I Party :—Sri Sri Rama M. Apte, Avocate.
For the II Party :—Sri D. S. Parmaj, Advocate.

AWARD

The President, Belgaum Municipal Borough and the General Secretary, Belgaum Municipal Kamgar Union, Belgaum arrived at a settlement on 14th June 1957 in respect of certain demands raised by the Union. The Administrator, City Municipal Council, Belgaum found it difficult to implement one of the terms of settlement and required interpretation of that term. Hence, the Government of Mysore in exercise of powers conferred by Section 36 (1) of the Industrial Disputes Act, 1947 have referred the said term to the Industrial Tribunal, Bangalore for interpretation, under their No. FCL 211 LLE 68, dated 31st October 1968. The terms of reference are :

(i) Whether the term 'Workmen' used in the said agreement includes daily wagers also ?

(ii) Whether the service put in by the daily wagers could be counted as continuous service for the purpose of making them permanent in accordance with the said agreement within the meaning of Section 25 (B) of the Industrial Disputes Act, 1947?

2. This reference originally came to be numbered as Miscellaneous Reference No. 2/68 on the file of the Industrial Tribunal, Bangalore. Subsequently the Government of Mysore by their Order No. FCL 277 LLC 70, dated 3rd February 1972 have transferred the said proceedings to the Additional Industrial Tribunal, Bangalore under Section 33 B) of the Industrial Disputes Act, for disposal Thereafter, the proceedings came to be numbered as Miscellaneous Reference No. 1/72 on the file of this Tribunal. The I party consists of the Belgaum Municipal Kamgar Union, while the II party is the City Municipal Council, Belgaum. The I party has filed its statement of claims on 2nd December 1968 and has raised these contentions. The term 'Workman' is not defined in the agreement of 14th June 1957. 'Workman' as used in the agreement of 14th June 1957 also includes a daily wager. The service put in by the daily wagers should be counted as continuous service for the purpose of making them permanent in accordance with the said agreement, within the meaning of Section 25 (B) of the Industrial Disputes Act.

3. The II Party has put in its counter on 27th November 1968 and has raised these objections :

The term 'Workman' used in the settlement of 14th June 1957 does not include a daily wager. The definition of the phrase 'continuous service' as given under Section 25 (B) of the Industrial Disputes Act cannot be made applicable to a daily wager for the purposes of the interpretation of the agreement of 14th June 1967.

4. On 16th November 1955 the Municipal Kamgar Union, Belgaum put forth certain demands. Out of them demand No. 2 is material It ran as :

(a) "All employees of the Belgaum Borough Municipality should be made permanent after three months service in scheduled vacancies.

(b) The employees of the Belgaum Borough Municipality who have put in more than three months service in scheduled vacancies should be deemed as permanent".

In addition to the above demand various other demands had been made on 16th November 1955. With regard to the demands a settlement was arrived at between the Belgaum Municipal Kamgar

Union and Belgaum Municipal Borough on 14th June 1957 with regard to demand No. 2 the agreement reached was :

> "The Municipality agrees to make all workmen permanent in the scheduled vacancies after a service of six months, subject to the approval of their services and to give them benefits of permanancy with retrospective effect. All workmen who have put in continuous service of six months or more should be deemed as permanent and entitled to all benefits of permanancy subject to the approval of their services".

5. "The Municipal Borough apprehended a difficulty with regard to the interpretation of 'Workman' so far as the agreement was concerned in as much as workman was not defined in that agreement. The union wanted that even daily wagers should be included within the definition of workmen and their continuous service for six months should enable them for permanancy within the meaning of Section 25 (B) of the Industrial Disputes Act". The Municipality contended that daily wager was not included in the term 'workman' and he was not entitled to be made permanent as his service could not be counted as continuous service within the meaning of Section 25(B) of the Industrial Disputes Act

6. I have gone through the statement of demands, the counter and the agreement Exhibit M-3 and also other papers placed on record. I have also heard both sides.

7. The term 'Workman' is not specifically defined in the agreement Exhibit M-3. The Union contended that a daily wager is also included in the term 'workman'. I have already mentioned about it in detail. Demand No. 2 was made on 16th November 1955 and an agreement was reached about it on 14th June 1957. The Union wanted that all employees of the Municipality who have put in service of three months in scheduled vacancies should be made permanent. The Union also wanted that the employees of the Municipality who had put in more than three months service in scheduled vacancies should be deemed as permanent. By the agreement of 14th June 1957, both the parties came to a settlement that workmen who had put in service of six months in scheduled vacancies should be made permanent and workmen who had put in continuous service of six months or more in scheduled vacancies should be deemed as permanent. While interpreting both the terms of reference, enumerated in Government order of 31st October 1963, we must remember that the term 'Workman' though not defined in the agreement of 14th June 1957

has a reference with regard to the person who works in scheduled vacancy for a particular period. If there is a vacancy of a daily wager and if a person is appointed in that vacancy of a daily wager, then that daily wager can claim the vacancy of a daily wager as scheduled vacancy. The daily wager cannot put his claim on another post carrying a monthly pay. Hence, I answer the first term of reference by saying that 'Workman' used in the agreement of 14th June 1957 includes daily wagers appointed for scheduled vacancies of daily wagers.

8. With regard to the service put in by daily wagers, the same term as mentioned above would become applicable. If there is a daily wager working in daily wager's post and if he has put in continuous service for six months, then it would become continuous service for the purpose of making him permanent in accordance with the agreement of 14th June 1957, and within the meaning of Section 25 (b) of the Industrial Disputes Act. It is however made clear that a daily wager working in a scheduled vacancy of a daily wager cannot lay claim over another post or vacancy carrying a monthly pay. The term No. 2 of the reference is answered accordingly. There shall be no order as to costs.

K. N. PATIL,
Presiding Officer,
Addl. Industrial Tribunal,
Bangalore.

ORDER

Bangalore, dated 16th November 1972.

S.O. 389.—WHEREAS by State Government Order No. FCL 211 LLR 68, dated 31st October 1968 the Industrial Dispute between the workmen and the management of City Municipal Council, Belgaum was referred to the Addl. Industrial Tribunal, Bangalore, for adjudication,

AND, WHEREAS, the Addl. Industrial Tribunal, has submitted to the State Government its award in respect of the said Industrial Dispute.

NOW, THEREFORE, in exercise of the powers conferred by section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947), the Government of Mysore are pleased to direct the publication of the said award as above, in the *Mysore Gazette*.

[No. FCL 208 LLA 72.]

By Order and in the name of the Governor of Mysore,

ANIRUDHA DESAI,
Under Secretary to Government,
Food, Civil Supplies and Labour Department.